

## Additional Fact Sheet information

The compensation under this contract is divided into several categories. The Management Fee and estimated expenses for Garage Management and Meter Collections, Meter Maintenance and Meter Hooding for the initial four year period are as follows:

	Year 1	Year 2	Year 3	Year 4	TOTAL
Estimated expenses	\$1,560,124	\$1,574,996	\$1,590,004	\$1,605,151	\$6,330,275
Management Fee	\$96,000	\$96,000	\$96,000	\$96,000	\$384,000
Total	\$1,656,124	\$1,670,996	\$1,686,004	\$1,701,151	\$6,714,275

If the City elects to contract with Republic for an On-Street Enforcement function, the Management Fee and estimated expenses for On-Street Enforcement for the initial four year period would be as follows:

	Year 1	Year 2	Year 3	Year 4	TOTAL
Estimated expenses	\$193,609	\$207,455	\$209,869	\$209,919	\$820,852
Management Fee	\$18,000	\$18,000	\$18,000	\$18,000	\$72,000
Total	\$211,609	\$225,455	\$227,869	\$227,919	\$892,852

# Form #1 - Management Fee and Operating Expenses

Garage Management and Meter Collections, Meter Maintenance and Meter Hooding

Respondent Name Republic Parking System  
RFP 09-139

Expenses	Year Pro Forma					4-Year Total
	YEAR					
	1	2	3	4	Total	
Payroll	\$1,113,345	\$1,124,478	\$1,135,723	\$1,147,080	\$4,520,627	
Payroll Taxes	\$123,581	\$124,817	\$126,065	\$127,326	\$501,790	
Workers Compensation	\$44,534	\$44,979	\$45,429	\$45,883	\$180,825	
Benefits	\$89,023	\$89,913	\$90,812	\$91,720	\$361,469	
Liability Insurance	\$104,391	\$105,558	\$106,724	\$107,891	\$424,564	
Miscellaneous Expenses	\$3,000	\$3,000	\$3,000	\$3,000	\$12,000	
Uniforms	\$7,500	\$7,500	\$7,500	\$7,500	\$30,000	
Tickets	\$35,000	\$35,000	\$35,000	\$35,000	\$140,000	
Equipment Maintenance	\$39,750	\$39,750	\$39,750	\$39,750	\$159,000	
Sub-Total Expenses	\$1,560,124	\$1,574,996	\$1,590,004	\$1,605,151	\$6,330,275	
Management Fee	\$96,000	\$96,000	\$96,000	\$96,000	\$384,000	
Total Expense	\$1,656,124	\$1,670,996	\$1,686,004	\$1,701,151	\$6,714,275	

**Form #6 - Management Fee and Operating Expenses**  
On-Street Enforcement

Respondent Name Republic Parking System  
RFP 09-139

Expenses	Year Pro Forma				4-Year Total
	YEAR				
	1	2	3	4	
Payroll	\$125,008	\$126,258	\$127,521	\$128,796	\$507,583
Payroll Taxes	\$13,876	\$14,015	\$14,155	\$14,296	\$56,342
Workers Compensation	\$5,000	\$5,050	\$5,101	\$5,152	\$20,303
Benefits	\$15,465	\$15,620	\$15,776	\$15,934	\$62,794
Liability Insurance	\$12,000	\$12,360	\$12,731	\$13,113	\$50,204
Ticketing Equipment	\$10,166	\$21,175	\$21,394	\$19,216	\$71,951
Ticket Stock	\$2,200	\$2,266	\$2,334	\$2,404	\$9,204
Telephone	\$2,340	\$2,410	\$2,483	\$2,557	\$9,790
Uniforms	\$634	\$1,309	\$1,309	\$1,309	\$4,561
Office Supplies	\$2,400	\$2,472	\$2,546	\$2,623	\$10,041
Equipment Maintenance	\$0	\$0	\$0	\$0	\$0
Repairs and Maintenance	\$200	\$200	\$200	\$200	\$800
Credit Card Charges	\$4,320	\$4,320	\$4,320	\$4,320	\$17,280
Sub-Total Expenses	\$193,609	\$207,455	\$209,869	\$209,919	\$820,852
Management Fee	\$18,000	\$18,000	\$18,000	\$18,000	\$72,000
Total Expense	\$211,609	\$225,455	\$227,869	\$227,919	\$892,852

## **SPECIAL PROVISIONS**

### **I. Termination for Convenience**

The City has the right to terminate this agreement for any reason for the City's own convenience. If the City terminates this agreement for convenience, the City shall provide a written notice of the same to Contractor. Upon termination, the City shall pay Contractor for any Contractor Services completed up to the date of termination.

### **II. Duties Generally**

Contractor agrees as follows:

- A. To timely and professionally complete the Contractor Services as described in the Agreement, and to furnish all labor, materials, and pay all costs, including any taxes, to complete the Contractor Services.
- B. To furnish everything reasonably necessary to complete the Contractor Services unless specifically provided otherwise in this agreement.
- C. To apply for and obtain any and all necessary permits, certifications, licenses, variances, and approvals required by any applicable law or regulations that relate to Contractor or the Contractor Services.
- D. To conduct all activities related to the Contractor Services in a lawful manner.

### **III. Insurance and Indemnification**

Contractor agrees to maintain such insurance as will fully protect both Contractor and City from any and all claims and agrees to provide the insurance requirements in the City's document, INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS.

### **IV. Independent Contractor**

The City is interested only in the results produced by this agreement. Contractor has sole and exclusive charge and control of the manner and means of performance. Contractor shall perform as an independent contractor and it is expressly understood that Contractor is not an employee of the City and is not entitled to any City employee benefits including, but not limited to, overtime, retirement benefits, worker's compensation, sick leave, or injury leave.

### **V. Equal Employment**

Equal employment opportunity in connection with the performance of work under this agreement, Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, Contractor shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age, or marital status.

VI. Ownership Rights

- A. Contractor transfers all rights, including those of a property or copyright nature in any works or materials produced under the terms of this agreement to the City. Contractor agrees that Contractor retains no interest or other rights in such works or materials under the copyright protections of 17 USC § 106 or any other law.
- B. The City has unrestricted rights of ownership of such works or materials and may freely copy, reproduce, broadcast or otherwise utilize such works or materials as the City deems appropriate. The City shall also retain all such rights for any derivative works based on such works or materials.

VII. Services to be Confidential

All services, including reports, opinions, and information to be furnished under this agreement shall be considered confidential and shall not be divulged, in whole or in part, to any person other than to duly authorized representatives of the City, without the prior written approval of the City.

VIII. Copyrights, Royalties & Patents

Without exception, Contractor represents the consideration for this agreement includes Contractor's payment for any and all royalties or costs arising from patents, trademarks, copyrights, and other similar intangible rights in any way involved with or related to this agreement. Further, Contractor shall pay all related royalties, license fees, or other similar fees for any such intangible rights. Contractor shall defend suits or claims for infringement of any patent, copyright, trademark, or other intangible rights in any way related to this agreement.

IX. Copyright - Contractor's Warranty

- A. Contractor warrants that all material, processes, or other protected rights to be used in the Contractor Services have been duly licensed or authorized by the appropriate parties for such use.
- B. Contractor agrees to furnish the City, upon demand, written documentation of such license or authorization. If unable to do so, Contractor agrees that the City may withhold a reasonable amount from Contractor's compensation herein to defray any associated costs to secure such license or authorization or defend any infringement claim.

X. Nebraska Law

This agreement shall be governed and interpreted by the laws of the State of Nebraska.

XI. Integration and Conflicts

This agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from this agreement. If there are any conflicts between Contractor's documents or proposed terms and conditions and the City's documents, the terms and conditions of the City's documents shall control.

XII. Amendment

This agreement may be amended or modified only in writing signed by both the City and Contractor.

XIII. Severability

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XIV. Waiver of Contractual Right

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

XV. Assignability

The Contractor shall not assign any interest in this agreement, delegate any duties or work required under this agreement, or transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to Contractor from City under this agreement may be assigned without such approval, but notice of any such assignment shall be furnished promptly to the City.

XVI. Living Wage & Audit

- A. The Contractor agrees to pay all employees in the performance of this contract, a base wage not less than the City Living Wage per Chapter 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.
- B. Contractor agrees that, if asked, Contractor shall make available to the City's contract auditor copies of all financial and performance related records and materials in compliance with Chapter 4.66 of the Lincoln Municipal Code.

XVII. E-Verify

In accordance with *Neb. Rev. Stat.* 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

**XVIII. City Parking Manager**

The City's Parking Manager shall act as the City representative in overseeing and supervising the administration of this contract.

**XIX. Hooding Specifications**

The operator may be directed to hood meters and collect fees for such hooding. Such requests may come from the City's Parking Manager or any other city employee designated by the City's Parking Manager to make such requests. Those requests shall only be made for the following reasons:

- A. Temporarily prohibiting parking of vehicles, thereby creating a temporary loading zone.
- B. Providing utility access to the roadway or adjacent sidewalk space.
- C. Adding vehicle traffic lanes for traffic operations.
- D. Providing for the approved use of a street space as provided in Chapter 14.40 of the Lincoln Municipal Code. It states that "the use requested is for a community purpose and is not for the purpose of advertising any goods, or event, and is not designed for private profit."
- E. Other emergency purposes as decided by the City Parking Manager, Director of Public Works and/or the Police Chief to cover emergency conditions.
- F. Prohibiting parking with an approved street use permit (including parades).
- G. Providing space for funeral service vehicles including immediate family members.
- H. Creating loading zones and reserving space for "officials" vehicles related to events at Pershing Auditorium and the Lied Center.

The Operator shall not be responsible for meter hoodings accomplished by the Building and Safety Dept. for construction purposes and are associated with building permits. Operator shall establish lines of communication with Building & Safety to ensure tracking of meter hooding locations.

Meter hoods need to be installed the day before the event by the time limit of the meter plus one hour, (ex. 2-hour meter by 3:00 pm, 1-hour meter by 4:00 pm, 90-minute meter by 3:30 pm). Such hood installation shall occur no later than 6:00 p.m. on the day before the event. If a dual meter post has multiple time limits, use the longest time limit. Meters can be hooded the day of the event, as long as there is no vehicle present in the metered space. Information cards are to be inserted in the meter hood window indicating the effective date and time of prohibited parking and the date and time the hood(s) were installed.

The fees for hooding shall be set by the City.